

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MULTILINK INC.		04/20/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST NIAGARA COMMERCIAL FINANCE, INC.		
<b>Street Address:</b>	3 Allied Drive		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Dedham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02026		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74391296	SNO-SHOE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163485474		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	rhostetler@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	DAVID B. CUPAR		
<b>Address Line 1:</b>	600 SUPERIOR AVENUE EAST		
<b>Address Line 2:</b>	SUITE 2100		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	40369-00001		
<b>NAME OF SUBMITTER:</b>	DAVID B. CUPAR		
<b>SIGNATURE:</b>	/DAVID B. CUPAR/		
<b>DATE SIGNED:</b>	05/01/2015		
<b>Total Attachments: 10</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "Agreement") is made as of April 20, 2015, by **MULTILINK INC.**, an Ohio corporation (the "Pledgor"), and delivered to **FIRST NIAGARA COMMERCIAL FINANCE, INC.**, a Delaware corporation ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Credit and Security Agreement dated of even date herewith, by and among Pledgor, the other borrowers, the Lender, and the other Secured Parties, and Lender (as supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor owns and has adopted, used and is using (or has filed applications for the registration of) various patents, patent rights and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and trademark and service mark applications (collectively, "Trademarks"); copyrights and copyright applications (collectively, the "Copyrights"), and all such Patent, Trademark and Copyright registrations and applications are listed on Schedule A attached hereto and made part hereof. (All such Patents, Trademarks and Copyrights, along with all associated goodwill and all rights to sue for past, present and future infringements and the proceeds thereof, including without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits, collectively are hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations under the Loan Documents, Pledgor grants a lien and security interest to Lender, for the benefit of the Secured Parties, in all the Assets, now owned or hereinafter acquired. Pledgor hereby authorizes Lender to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to perfect the Lenders' security interest in the Assets as set forth herein.

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2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the registrations and applications now owned by Pledgor. If, before all Obligations have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Lender's request, Pledgor shall provide Lender and Lender's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Lender.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for license, agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Lender, which consent will not be unreasonably withheld or delayed.

7. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Ohio, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Pledgor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or as necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Lender to file a copy of such assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Lender's interest in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Lender shall execute and deliver to Pledgor all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid

by Pledgor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon request of Lender, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any material Patent, Trademark or Copyright without the prior written consent of Lender.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Pledgor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Ohio without regard to its otherwise applicable principles of conflicts of laws.


19. **PLEDGOR AND LENDER EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION,**

**PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**MULTILINK INC.,**  
an Ohio corporation

By:   
Name: Steven E. Kaplan  
Title: President

Approved and Accepted:

**FIRST NIAGARA COMMERCIAL FINANCE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**MULTILINK INC.,**  
an Ohio corporation

By: \_\_\_\_\_  
Name: Steven E. Kaplan  
Title: President

Approved and Accepted:

**FIRST NIAGARA COMMERCIAL FINANCE, INC.,**  
a Delaware corporation

By: *A. K. Broyles*  
Name: *A. Keith Broyles*  
Title: *Senior Vice President*

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005508 FRAME: 0499**

# Schedule A

## Intellectual Property

Company or Subsidiary that is the Owner of the IP	Type of IP	Description of IP	ID#	Filing Date	Application or Registration Number	Jurisdiction in which IP is registered
Multilink, Inc	Patent	AERIAL CABLE CONNECTION ENCLOSURE	0452,487	9/11/2000	MUBRPO101US	UNITED STATES
Multilink, Inc	Patent	AERIAL STORAGE UNIT FOR FIBER OPTIC CABLE	0450,042	1/26/2001	MUBRPO102US	UNITED STATES
Multilink, Inc	Patent	METHOD AND APPARATUS FOR SEALING FIBER OPTIC ENTRYWAYS TO A SEALED ENCLOSURE	5,732,180	6/9/1995	MUBRPO108US	UNITED STATES
Multilink, Inc	Patent	SLACK CABLE STORAGE BOX	7,477,829	4/27/2006	MUBRPO113US	UNITED STATES
Multilink, Inc	Patent	CABLE AND OVERLAY MOLDINGS	7,808,806	3/13/2009	MUBRPO114USA	UNITED STATES
Multilink, Inc	Patent	SLACK CABLE STORAGE BOX WITH ADJUSTABLE HEIGHT SPOOLS	7,350,631	2/23/2007	MUBRPO116US	UNITED STATES
Multilink, Inc	Patent	EXTERIOR RACEWAY SYSTEM FOR CABLES	7,964,804	12/15/2008	MUBRPO117US	UNITED STATES
Multilink, Inc	Patent	TELECOMMUNICATIONS MOUNTING CASE	8,254,567	8/3/2010	MUBRPO120US	UNITED STATES
Multilink, Inc	Patent	CONTAINER COVER/DOOR WITH HIGH SECURITY LOCKING SYSTEM	8,777,279	11/22/2011	MUBRPO121US	UNITED STATES
Multilink, Inc	Patent	BASE PLATE OF OPTICAL FIBER SPLICER CASSETTE	0707,630	11/29/2012	MUBRPO122US	UNITED STATES
Multilink, Inc	Patent	PRE-LOADED FIBER RACEWAY SYSTEM (FLEX PATH)	Pending	5/14/2014	MUBRPO123US	UNITED STATES
Multilink, Inc	Patent	UNINTERRUPTIBLE POWER SUPPLY WITH PLURALITY OF INVERTERS	09,405,739	5/11/1998	MULTPO105US	UNITED STATES
Multilink, Inc	Patent	OUTDOOR CABINET FOR ELECTRICAL COMPONENTS	09,974,241	10/8/2001	MULTPO106US	UNITED STATES
Multilink, Inc	Trademark	Sno-Shoe	74391296	5/17/1993		UNITED STATES

## POWER OF ATTORNEY

**MULTILINK INC.**, an Ohio corporation (the "Grantor"), hereby authorizes **FIRST NIAGARA COMMERCIAL FINANCE, INC.**, a Delaware corporation ("Grantee"), as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Intellectual Property Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Assets (as defined in the Patent Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Patent Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Credit and Security Agreement dated April \_\_, 2015, between Grantor and Grantee, as such document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

[SIGNATURE PAGE FOLLOWS]

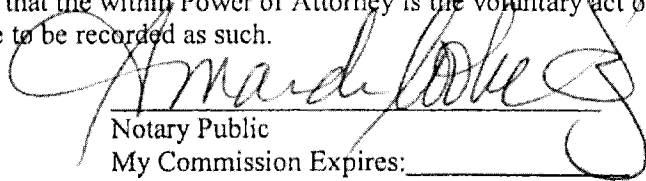
IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal,  
this 17<sup>th</sup> day of April 2015.

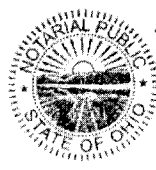
MULTILINK INC.,  
an Ohio corporation

By: \_\_\_\_\_  
Name: ~~Steven E. Kaplan~~  
Title: President

UNITED STATES OF AMERICA :  
STATE OF Ohio : SS  
COUNTY OF Lorain :

Acknowledged before me on this 17<sup>th</sup> of April 2015 before me personally appeared Steven E. Kaplan, to me known and being duly sworn, deposes and says that he is the President of **MULTILINK INC.**, an Ohio corporation, a Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
Notary Public  
My Commission Expires: \_\_\_\_\_



Amanda M. Cooke-Szczepanski  
Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 O.R.C.